

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

TYLER TECHNOLOGIES, INC.,

Plaintiff,

vs.

VIRTUAL IMPACT PRODUCTIONS, INC.,

Defendant.

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Cause No. 3:06-cv-1693

ECF

**UNOPPOSED MOTION OF ERIC W. BUETHER AND GREENBERG  
TRAURIG, LLP TO WITHDRAW AS COUNSEL FOR DEFENDANT**

Eric W. Buether and his law firm Greenberg Traurig, LLP files this motion to withdraw as counsel for Defendant Virtual Impact Productions, Inc., pursuant to Local Rule 83.12, and would show the Court as follows:

1. On October 18, 2006, Mr. Robert Slider, the founder of Defendant Virtual Impact, had a conversation with Eric Buether and indicated that Virtual Impact intended to retain Buether and his law firm to represent Virtual Impact in this matter. Mr. Slider also indicated that he would send Mr. Buether materials relevant to Virtual Impact's response to the Complaint.

2. On October 18, 2006, Mr. Buether sent Virtual Impact an engagement letter to confirm that Virtual was retaining Mr. Buether and his law firm to represent it in this matter. *See Exhibit A.*

3. On October 18, 2006, Mr. Buether contacted counsel for the Plaintiff about whether Plaintiff would consent to an extension of time for Virtual to respond to the Complaint by October 31, 2006. On October 19, 2006, Mr. Buether filed a motion to

extend the deadline for Virtual Impact to respond to the Complaint to November 6, 2006, given that it appeared that the deadline for Virtual Impact to file a responsive pleading had expired or was about to expire shortly, and counsel for Plaintiff had not responded to Mr. Buether's request for an extension seeks to respond to October 31.

4. By October 24, Mr. Buether had not received a signed engagement letter or the materials relevant to Virtual Impact's response to the Complaint. Mr. Buether's office attempted to contact Mr. Slider and his Florida attorney, Mr. Holloman, about the status of these two matters on that day but was unable to reach either of them.

5. On October 25, Cindy Gustafson, a paralegal at Mr. Buether's law firm spoke to Mr. Slider about the status of the engagement letter and the materials. Mr. Slider told Ms. Gustafson that he had not received the engagement letter and asked that it be sent to him again, and that he would send Mr. Buether the materials via FedEx on October 26, so they would arrive on October 27. *See Exhibit B.* Ms. Gustafson sent Mr. Slider another copy of the engagement letter on October 25. *See Exhibit C.* Mr. Buether's office also sent a copy of the engagement letter to Mr. Slider's Florida counsel Mr. Holloman via facsimile that day. *See Exhibit D.*

6. On October 27, Mr. Buether's office did not receive the materials Mr. Slider said would be sent via FedEx for delivery to Mr. Buether's office that day. Mr. Buether's office also has not receive a signed engagement letter.

7. On the afternoon of October 27, Mr. Buether called Mr. Slider about the materials and the engagement letter. Mr. Slider informed Mr. Buether that Virtual Impact did not want to engage Mr. Buether or his firm to represent it in this matter. Mr. Buether informed Mr. Slider that he and his firm had entered an appearance in this matter on

behalf of Virtual Impact by filing the motion for extension of time to respond to the Complaint, and that Mr. Buether and his firm would have to file a motion to withdraw as counsel for Virtual Impact and would be able to file a reply to Plaintiff's opposition to the motion for extension of time to respond to the Complaint, and that Virtual Impact would be in default if it did not file a responsive pleading by October 31, or obtain a further extension to file a responsive pleading. Mr. Slider informed Mr. Buether that he understood this and reaffirmed that he did not want Mr. Buether or his firm to represent Virtual Impact or file any pleadings on its behalf in this matter.

8. Therefore, Mr. Buether and the law firm of Greenberg Traurig, LLP, request the Court to enter an order permitting them to withdraw as counsel for Defendant Virtual Impact, and modifying all service lists to ensure that all hard copy (mail or facsimile) and/or electronic document or notices are no longer distributed to:

**Eric W. Buether**  
Texas Bar No. 03316880  
E-Mail: [buethere@gtlaw.com](mailto:buethere@gtlaw.com)  
**GREENBERG TRAURIG, LLP**  
2200 Ross Avenue, Suite 4700E  
JP Morgan Chase Tower  
Dallas, TX 75201  
Telephone: (972) 419-9103  
Facsimile: (972) 419-9101

Dated: October 27, 2006

Respectfully Submitted,

**GREENBERG TRAURIG, LLP**

/s/ Eric W. Buether

Eric W. Buether

Texas Bar No. 03316880

E-Mail: [buethere@gtlaw.com](mailto:buethere@gtlaw.com)

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**CERTIFICATE OF CONFERENCE**

The undersigned hereby certifies that on October 27, 2006, he conferred with John Patton, counsel for Plaintiff, regarding the relief sought in this motion and that Plaintiff was not opposed to the motion.

/s/ Eric W. Buether

Eric W. Buether

### **CERTIFICATE OF SERVICE**

The undersigned hereby certifies that all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document via the Court's CM/ECF system per Local Rule CV-5(a) on October 27, 2006. Any other counsel of record will be served by facsimile transmission and first class mail.

In addition, a copy of this pleading has been sent via e-mail and Federal Express to Virtual Impact Productions, Inc., c/o Mr. Robert Slider and to Mr. Charles Holloman as follows:

Robert Slider  
c/o Virtual Impact Productions, Inc.  
607 Saint Andrews Drive  
Sarasota, FL 34243  
Fax: 321-206-3138  
[rslider@virtualimpact.net](mailto:rslider@virtualimpact.net)

Charles R. Holloman, P.A.  
3610 S.E. Fort King Street  
Ocala, Florida 34470  
Fax: 352-351-9217  
[maddogfirm@aol.com](mailto:maddogfirm@aol.com)

/s/ Eric W. Buether  
Eric W. Buether

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